

## REMARKS

Claims 1-6 and 8-30 are pending.

No new subject matter is added. Reconsideration and allowance of claims 1-6, and 8-30 are requested in light of the above amendments and the following remarks.

### **Claim Rejections under 35 U.S.C. § 102**

Claims 1-3, 6, 8, 11-13, 16-20 and 23-29 were rejected under 35 USC 102(e) as being anticipated by Rasanen. The rejections are traversed for the following reasons.

Claim 1 recites “a first port to allow the network device to communicate with a first network, the first network being a circuit-switched network; a second port to allow the network device to communicate with a second network, the second network being *a packet-switch network*.” See Specification, page 21, lines 4-7, and FIG. 7, sections 602 and 606.

Rasanen does not teach “a second port to allow the network device to communicate with a second network, the second network being a packet-switched network.” The Office Action states that Rasanen’s transmission channels 23 shown in FIG. 3 disclose a first port and a second port as claimed, citing Col. 8, lines 52-54. But Col. 8, lines 52-54 of Rasanen merely discloses that the transmission channels 23 are traffic channels of either ISDN or PSTN networks.

Rasanen’s FIG. 3 explicitly shows that the traffic channels 23 are connected to the PSTN or ISDN network. See Rasanen’s FIG. 3, reference numeral 23. Nowhere in Rasanen suggests that the traffic channels 23 are connected to communication networks other than the PSTN or ISDN networks. Therefore, Rasanen’s traffic channels 23 are connected to only a circuit-switched network, e.g., ISDN or PSTN network, not a packet-switched network.

Claim 1 also recites “a transcompression element to route *in-band* compression renegotiation messages and to transmit *in-band* renegotiation indication messages between the

first and second networks.” See Specification, page 20, lines 25-29, page 22, lines 4-6, and lines 21-23. Claims 8, 11, 20, 23, and 27 recite similar features as claim 1.

Rasanen does not teach in-band compression renegotiation as claimed. On the contrary, Rasanen teaches compression negotiation during a disconnected mode in which no data can be transmitted. Rasanen discloses, and as shown in FIG. 4, after the data compression has been negotiated from end to end, the control function 407 guides the switches S1 and S2 to position I, where the data compression unit 406 is bypassed (step 514 of FIG. 5). The RLP and V.120 links are thereafter set in the transmission mode (step 515 of FIG. 5), in which the compressed data can be transmitted between the RLP and the V.120 protocol (between the units 404 and 401 of FIG. 4). See Rasanen, Col. 11, lines 25-33, and Col. 10, lines 45-48. In other words, Rasanen teaches an *out-of-band* compression negotiation, in which data compression is negotiated end-to-end before the data transmission mode, not in-band with data transmission.

Claim 1 is amended to incorporate the features of the original claim 7, which is now canceled. Claim 1 now recites “wherein the processor is configured to monitor message traffic for in-band renegotiation messages *during periods of compatible compression and decompression parameters*.” Claims 8, 11, 20, 23, and 27 recite similar features as claim 1.

Rasanen does not teach “monitor message traffic for in-band renegotiation messages *during periods of compatible compression and decompression parameters*.” The relevant paragraphs of Rasanen cited in the Office Action merely describe performing end-to-end data compression negotiations to choose common data compression parameter values between the MS and the ISDN terminal equipment. Only after common data compression parameter values are chosen, that is after the data compression has been negotiated end-to-end, the RLP and V.120 links are set in the transmission mode (step 515) to transmit the compressed data between the

RLP and the V.120 protocol (between the units 404 and 401). *See* Rasanen, Col. 11, lines 25-33, and Col. 10, lines 45-48. Thus, Rasanen at most teaches monitoring message traffic *before* periods of compatible data compression parameters and during the negotiation of end-to-end compression parameters, not “during periods of compatible compression and decompression parameters”.

As discussed above, Rasanen does not teach in-band negotiation at all. That is, Rasanen does not teach transmitting in-band negotiation messages. Consequently, Rasanen cannot “monitoring message traffic for in-band renegotiation messages.”

Claim 3 recites “a gateway between a public switched telephone network and a packet-switched network. Claim 29 recites similar features as claim 3. *See* Specification, page 21, lines 4-7, and FIG. 7, sections 602 and 606.

The Office Action states that Rasanen’s group switch 21 of FIG. 3 discloses a gateway between a public switched telephone network and a packet-switched network. According to FIG. 3, Rasanen’s group switch 21 is connected at one end to digital transmission links 22 applied to the BSS (base station system), while the other end is connected to transmission channels 23 of the PSTN/ISDN networks. Rasanen’s digital transmission links 22 is a circuit-switched connection, not a packet-switched connection. *See* Rasanen, Col. 7, lines 60-62. Therefore, Rasanen’s group switch 21 is between a public switched telephone network/ISDN network and a circuit-switched network, not between a public switched telephone network and a packet-switched network as claimed.

Claim 6 recites “issue connection messages including an in-band renegotiation capability indicator.” Claims 17 and 26 recite similar features as claim 6.

The Office Action states that Rasanen's positive answer from the ISDN terminal teaches the indication recited claim 6, citing section 512 of FIG. 5. But even if Rasanen's positive answer from the ISDN is a renegotiation capability indicator as suggested in the Office Action, the positive answer shown in section 512 of FIG. 5 cannot be an in-band renegotiation capability indicator, since the positive answer is issued during a disconnected mode in which no data can be transmitted. As shown in FIG. 5, Rasanen sets RLP and V.120 links to transmission mode at section 515, a step after section 512. That is, Rasanen does not send any in-band messages until the RLP and V.120 links are set to transmission mode at section 515 of FIG. 5. *See* Rasanen, Col. 11, lines 25-33, and Col. 10, lines 45-48. Therefore, Rasanen's positive answer from ISDN terminal at section 512 of FIG. 5 is not an in-band renegotiation capability indicator as claimed.

Claim 16 recites "monitoring message traffic further comprising monitoring simple packet relay transport (SPRT) messages between gateways in a packet-switched network."

As it is commonly known in the art, SPRT is a simple packet based protocol layered on UDP/IP (underline added), which provides reliable in-sequence delivery of data across the IP network. On the other hand, Rasanen's FIG. 5 teaches that the unit 404 runs an RLP (radio link protocol) with the MS (mobile state) and the unit 401 runs a V.120 protocol with the ISDN terminal equipment, and thus the compressed data is transmitted between the RLP protocol and the V.120 protocol. *See* Rasanen, Col. 11, lines 30-33. In other words, Rasanen is not directed to data transmissions in a packet-switched network. As such, Rasanen cannot use packet based protocol (e.g., SPRT) to transmit data. Consequently, Rasanen cannot monitor SPRT messages between gateways in a packet-switched network as claimed.

For at least the above-discussed reasons, claims 1, 8, 11, 17, 20, 23, and 26-27 are patentably distinguishable from Rasanen, as are their dependent claims 2-6, 9-10, 12-16, 18-19, 21-22, 24-25, and 28-29. Claims 1-6, and 8-30 are therefore in condition for allowance.

#### **Claim Rejections under 35 U.S.C. § 103**

Claims 4 and 30 were rejected as being unpatentable over Rasanen in view of ITU-T V.150. Claims 5, 9-10, 14-15 and 21-22 were rejected as being unpatentable over Rasanen in view of ITU-T Recommendation V44.

For at least the reasons discussed above, claims 4-5, 9-10, 14-15, 21-22, and 30 are in condition for allowance for the patentability of their respective independent claims 1, 8, 11, 20, and 27.

## CONCLUSION

In view of the foregoing remarks, applicant believes the application should be in condition for allowance. If any questions remain, the Examiner is requested to call the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

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Respectfully submitted,

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